

MDM Declaration Exhibit A-08

1
2 UNITED STATES DISTRICT COURT
3 EASTERN DISTRICT OF NEW YORK
4 No. 18 Civ. 2949(ARR)(RER)

5
6 SUSANNA MIRKIN and BORIS MIRKIN,
7 Individually and on Behalf of All Others
8 Similarly Situated,

9
10 Plaintiffs,

11 -against-

12 XOOM ENERGY, LLC and XOOM ENERGY
13 NEW YORK, LLC,
14 Defendants.

15 16 Court Street
16 Brooklyn, New York 11241
17 August 30, 2022

1:28 PM

18 DEPOSITION of BORIS MIRKIN, a
19 Plaintiff in the above-entitled action,
20 held at the above time and place, taken
21 before SAMUEL HITTIN, a Shorthand Reporter
22 and Notary Public of the State of New
23 York, pursuant to the Federal Rules of
24 Civil Procedure, order and stipulations
25 between Counsel.

* * *

1
2 APPEARANCES:
3
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5 Attorneys for Plaintiffs
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11 AND: STEVEN COHEN, ESQ.
12
13
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17 NEW YORK, LLC
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21 BY: MATT MATTHEWS, ESQ.
22
23
24
25
* * *

Page 2

1
2 controlled thereby.
3 The filing of the original of this
4 deposition is waived.
5 IT IS FURTHER STIPULATED, a copy of
6 this examination shall be furnished to the
7 attorney for the witness being examined
8 without charge.
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Page 4

1
2 STIPULATIONS
3 IT IS HEREBY STIPULATED, by and among
4 the attorneys for the respective parties
5 hereto, that:
6 All rights provided by the C.P.L.R.,
7 and Part 221 of the Uniform Rules for the
8 Conduct of Depositions, including the
9 right to object to any question, except as
10 to form, or to move to strike any
11 testimony at this examination is reserved;
12 and in addition, the failure to object to
13 any question or to move to strike any
14 testimony at this examination shall not be
15 a bar or waiver to make such motion at,
16 and is reserved to, the trial of this
17 action.
18 This deposition may be sworn to by the
19 witness being examined before a Notary
20 Public other than the Notary Public before
21 whom this examination was begun, but the
22 failure to do so or to return the original
23 of this deposition to counsel, shall not
24 be deemed a waiver of the rights provided
25 by Rule 3116, C.P.L.R., and shall be

Page 3

1
2 THE VIDEOGRAPHER: Good
3 afternoon. We are going on the record
4 at 1:29 p.m. Eastern Daylight Time on
5 August 30, 2022.
6 This is media unit one of the
7 video-recorded deposition of Boris
8 Mirkin, taken by counsel for the
9 defendant in the matter of Susanna
10 Mirkin and Boris Mirkin, et al., verse
11 XOOM Energy, LLC, and XOOM Energy New
12 York, LLC, filed in the United States
13 District Court of New York, Case
14 Number 18-CIV-2949.
15 The location of this deposition
16 is Veritext Brooklyn, 16 Court Street,
17 Brooklyn, New York.
18 My name is Zef Cota,
19 representing Veritext, and I am the
20 videographer. The court reporter is
21 Samuel Hittin, from the firm Veritext.
22 I am not authorized to administer an
23 oath, I am not related to any party in
24 this action, nor am I financially
25 interested in the outcome.

Page 5

2 (Pages 2 - 5)

1 B. MIRKIN
2 A. Always in Brooklyn.
3 Q. Your current address is 1677
4 East 34th Street?
5 A. Yes, it is.
6 Q. How long have you lived at that
7 address?
8 A. 12 years.
9 Q. And you and your wife own that
10 property, correct?
11 A. I own it, because I bought the
12 house before I got married.
13 Q. Understood.
14 A. So, technically, it's on me.
15 Q. Understood.
16 And have you ever owned any
17 other properties?
18 A. No.
19 Q. Have you ever -- during the time
20 that you've lived on 34th Street, have you
21 also rented any additional properties?
22 A. No.
23 Q. Let me -- may I see the
24 documents that you have there?
25 A. Yes. (Handing).

Page 18

1 B. MIRKIN
2 on Staten Island.
3 Q. Got it.
4 And you've never had natural gas
5 service from XOOM?
6 A. No, never.
7 Q. Okay. Is it fair to say that
8 with respect to decisions about energy
9 supply in your household that -- that
10 you're in charge of that?
11 A. Yes.
12 Q. Okay. You're the one who
13 primarily is responsible for shopping and
14 comparing rates?
15 A. Yes. Correct.
16 Q. Okay. And you may consult with
17 your wife before enrolling in a new plan,
18 but it's mostly something that you handle,
19 in terms of the selection of the company,
20 right?
21 A. Yes.
22 Q. And in terms of reviewing and
23 paying bills, that's something that is --
24 primarily what you take care of as well,
25 right?

Page 20

1 B. MIRKIN
2 Q. Thank you. Do we have -- oh,
3 there we go. Thank you.
4 Okay. I'm going to hand you
5 back that stack, and at the top is
6 Exhibit 4, what was previously marked as
7 Exhibit 4.
8 A. Okay.
9 Q. Have you seen this document
10 before?
11 A. Yes.
12 Q. This is a new customer
13 enrollment for natural gas, with a
14 February 2013 date. It's an e-mail.
15 Do you see that?
16 A. Yes.
17 Q. The Boris Mirkin that's listed
18 on here is not you, correct?
19 A. It's not me.
20 Q. Okay. Is that a relative?
21 A. Distant relative.
22 Q. Distant relative. Okay.
23 But this is never an address
24 you've lived at --
25 A. No. It's not me. I never lived

Page 19

1 B. MIRKIN
2 A. Yes. Correct.
3 Q. Who is your current electricity
4 supplier? It's Con Ed?
5 A. Con Edison, yes.
6 Q. And it has been since 2016?
7 A. I need to -- can I look --
8 Q. Yes, sir. There's a document --
9 you've got it in your hand there,
10 Exhibit 1. And it shows a --
11 A. 2016, it looks like.
12 Q. That document that you have in
13 your hand, Exhibit 1, is a Con Edison
14 document, or it has Con Edison's logo at
15 the top. And it shows a list of ESCOs on
16 the right-hand side.
17 Do you see that?
18 A. Yes.
19 Q. And you have had service
20 agreements with each of those ESCOs for
21 electricity service?
22 A. Yes. Correct.
23 Q. Have you ever had any contracts
24 for electricity supply from any other
25 ESCOs?

Page 21

6 (Pages 18 - 21)

1 B. MIRKIN
2 A. Only those listed.
3 Q. Only -- only the five listed?
4 A. Only this, yes. Five.
5 MR. WITTELS: For electricity,
6 correct.
7 A. Only this, yes.
8 Q. Yes, sir.
9 So what it shows -- you seemed a
10 little bit confused by my last question.
11 Maybe not. But what I meant was, in the
12 ESCO column, it lists, over time, in the
13 order in which you contracted with these
14 companies: Energy Plus, Citizens
15 Choice --
16 A. Yes.
17 Q. -- XOOM, Viridian, and Reliant?
18 A. Correct.
19 Q. To the best of your knowledge,
20 those are the only five ESCOs that you've
21 ever contracted with for electricity
22 supply?
23 A. Correct. Yes.
24 Q. Have you ever contracted with an
25 ESCO for natural gas supply?

Page 22

1 B. MIRKIN
2 necessarily the same time period. I don't
3 remember.
4 Q. That's fine.
5 And you don't remember if it was
6 earlier or later?
7 A. I don't remember.
8 Q. Okay. Your current supplier for
9 natural gas is National Grid?
10 A. National Grid, yes.
11 Q. Okay. And it has been for many
12 years?
13 A. National Grid? Last time I used
14 an ESCO was early this year.
15 Q. For natural gas?
16 A. For natural gas, yes.
17 Q. And which ESCO was that?
18 A. I don't remember.
19 Q. It's okay.
20 A. All I remember is I switched
21 back to National Grid early this year.
22 Q. Okay.
23 A. I completely forgot the name.
24 There's so many names, so many companies.
25 Q. That's okay.

Page 24

1 B. MIRKIN
2 A. Yes, I also did.
3 Q. Okay. What ESCO was that?
4 A. That was Citizens Choice. There
5 were two. One was Citizens Choice. The
6 other one, I don't remember.
7 Q. That's okay. I'm just trying to
8 get your best testimony on things today.
9 If there's certain things you don't
10 remember or you don't know, that's
11 perfectly fine.
12 With respect to Citizens Choice
13 electricity service, the document that's
14 Exhibit 1 indicates that you had
15 electricity supply from Citizens Choice
16 from September of 2012 into January of
17 2013.
18 Do you see that?
19 A. Yes, I see that.
20 Q. And would that have been the
21 same period of time that you had natural
22 gas service with Citizens Choice,
23 roundabout?
24 A. Not necessarily. I don't
25 remember. It was years ago. Not

Page 23

1 B. MIRKIN
2 Well, let's talk about XOOM --
3 A. Yes.
4 Q. -- which is the one we're here
5 to talk about today.
6 How did you first hear about
7 XOOM?
8 A. I was shopping around for better
9 rates. There were multiple ESCOs
10 available, and they had different offers.
11 And I found XOOM. It seemed that their
12 rate was better than previous ESCO rates,
13 so I switched to XOOM.
14 Q. Okay. And you -- that shopping
15 and those comparisons that you were doing
16 were by comparing the rate that XOOM was
17 offering to your current -- your rate --
18 then current rate with Citizens Choice?
19 That was one part of it, right?
20 A. Correct.
21 Q. And the other part was to
22 compare the rates that were being offered
23 by other ESCOs, which you reviewed online?
24 A. Correct. Yes.
25 Q. Did you speak with anyone on the

Page 25

7 (Pages 22 - 25)

1 B. MIRKIN
2 telephone or in person with XOOM?
3 A. I believe I spoke to somebody,
4 yes, to switch. Yes, I spoke to somebody.
5 I don't remember if in person or by phone,
6 but I spoke to somebody.
7 Q. Okay. Would it have been after
8 you enrolled, there was a telephone call
9 to confirm the details of your enrollment?
10 MR. WITTELS: Objection.
11 Q. Does that sound familiar?
12 MR. WITTELS: Objection to form.
13 You can answer.
14 A. That was, in order to switch to
15 XOOM, I spoke to somebody.
16 Q. Okay. I think we're saying the
17 same thing. You went online and enrolled,
18 and then you spoke to someone with XOOM?
19 A. I believe so, yes.
20 Q. Okay. When you enrolled with
21 XOOM -- let me hand you what I'm going to
22 mark as Exhibit 6 to your deposition.
23 [Whereupon, document was marked
24 as Defendants' Exhibit 6 for
25 identification, as of this date.]

Page 26

1 B. MIRKIN
2 have in front of you.
3 A. Yes.
4 Q. Does Exhibit 5 appear to be the
5 terms and conditions that you received
6 from XOOM governing your electricity
7 service?
8 A. Yes.
9 Q. And you're not contending in the
10 lawsuit that there's any other contract at
11 issue between you and XOOM, right?
12 MR. WITTELS: Objection.
13 Q. You can answer.
14 MR. WITTELS: Do you understand
15 the question?
16 A. That's the only contract?
17 Q. That's what I'm getting at.
18 This is my only chance to talk to you, so
19 some of the questions -- I just -- you and
20 I have never spoken before, and I'm trying
21 to be sure I understand what your
22 contentions are in this lawsuit. I think
23 I do, but sometimes I may just need to
24 confirm them.
25 So that's what I'm getting at.

Page 28

1 B. MIRKIN
2 Q. Do you remember receiving an
3 e-mail -- this e-mail from XOOM?
4 A. Yes. This is my e-mail.
5 Q. The e-mail address that's listed
6 there under the billing info is your
7 e-mail address?
8 A. It's mine, yes.
9 Q. Is that your phone number
10 as well?
11 A. And my phone number, yes.
12 Q. Okay. The account was opened in
13 your wife's name?
14 A. Correct. Yes.
15 Q. And why was that?
16 A. At the time, she needed proof of
17 residence.
18 Q. Got it.
19 At the time you enrolled with
20 XOOM, did you understand that your rate
21 would be a rate that could vary from month
22 to month?
23 A. Yes. The contract said so.
24 Q. And if you look with me at
25 Exhibit 5 -- it's in the stack that you

Page 27

1 B. MIRKIN
2 This Exhibit 5 is the only contract that
3 you have had with XOOM, correct?
4 MR. WITTELS: Objection.
5 A. As far as I know, this is the
6 only contract.
7 Q. Okay. And in this case, you're
8 alleging that XOOM breached this contract,
9 right?
10 A. Yes, I do.
11 Q. Okay. You're not alleging that
12 XOOM -- that a salesperson on the phone
13 lied to you about something, right?
14 MR. WITTELS: Objection.
15 You can answer.
16 THE WITNESS: I can answer?
17 A. No, I'm not blaming any
18 salesperson.
19 Q. Okay. And you're not alleging
20 that there are any marketing materials
21 that were on the website or otherwise
22 shown to you that deceived you about
23 XOOM's rates?
24 MR. WITTELS: Objection.
25 THE WITNESS: I can still

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8 (Pages 26 - 29)

1 B. MIRKIN
2 answer?
3 Q. Yes.
4 MR. WITTELS: Yeah, if you
5 remember.
6 A. What was the question?
7 MR. MATTHEWS: Could you read it
8 back for him?
9 [Whereupon, a portion of the
10 testimony was read back.]
11 MR. MATTHEWS: Let me just ask
12 it again.
13 Q. You're not alleging that XOOM
14 misrepresented anything to you in
15 marketing materials or on its website,
16 right?
17 MR. WITTELS: Objection.
18 THE WITNESS: I don't have to
19 answer?
20 MR. WITTELS: No, you have to
21 answer.
22 A. I'm only alleging that the
23 contract says that the cost or the rate
24 will be based on XOOM's actual and
25 estimated supply costs. And that was not

Page 30

1 B. MIRKIN
2 The contract that you have in
3 front of you, Exhibit 5, it does not
4 contain a promise from XOOM that your
5 variable rates would beat the utility
6 rate, right?
7 MR. WITTELS: Objection.
8 THE WITNESS: Do I still have to
9 answer?
10 MR. WITTELS: Yeah. Unless I
11 tell you not to, you have to answer.
12 A. It doesn't have any promise. It
13 just -- it does say the rate will be based
14 on actual and estimated supply. And I
15 understand that the word "based" -- "based
16 on" is synonymous to a promise.
17 Q. Right. But I'm asking a
18 different question, which is, the contract
19 didn't say, We promise that your rate will
20 be better than the utility rate --
21 MR. WITTELS: Objection.
22 Q. -- right?
23 MR. WITTELS: Objection.
24 A. As far as I understand, correct.
25 Yes.

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1 B. MIRKIN
2 the case.
3 Q. That's all I'm getting at. I'm
4 not trying to trick you. I just -- if we
5 go to trial, I don't want to show up and
6 you say, and then a door-to-door salesman
7 showed up and lied to me about this.
8 That's what I'm trying to figure out.
9 So your claim in this case is
10 about an alleged breach of the terms and
11 conditions that are Exhibit 5 to -- what
12 you have in front you, right?
13 MR. WITTELS: Object to the form
14 of that question.
15 But you can answer it.
16 I mean, it's not a statement,
17 not a question.
18 A. Yeah, I allege that the contract
19 wasn't followed properly or correct.
20 Q. You're not alleging any sort of
21 verbal misrepresentations to you, though,
22 right?
23 MR. WITTELS: Objection.
24 A. Correct. I don't.
25 Q. Okay. Great.

Page 31

1 B. MIRKIN
2 Q. Okay. And it didn't say that
3 the variable rate would be equal to or
4 better than rates charged by other ESCOs,
5 right?
6 MR. WITTELS: Objection. The
7 contract speaks for -- well, I don't
8 understand. Double negatives.
9 Go ahead. You can answer.
10 A. Before switching to XOOM, I
11 compared rates. So I switched for a
12 reason. The rate that was promised was
13 lower than the previous ESCO.
14 Q. The initial rate was?
15 A. The initial rate was, yes.
16 Q. But the contract doesn't promise
17 that the subsequent months' rates will be
18 better than other ESCO rates, right?
19 MR. WITTELS: Objection.
20 THE WITNESS: I should --
21 MR. WITTELS: Yeah, it's a
22 follow-up.
23 A. Right.
24 Q. Okay. The contract, as you
25 said, states that XOOM's monthly variable

Page 33

9 (Pages 30 - 33)

1 B. MIRKIN
2 rate is based on XOOM's actual and
3 estimated supply costs.
4 Do you see that?
5 A. Yes.
6 Q. Okay. And you -- what does
7 "based on actual and estimated supply
8 costs" mean to you?
9 A. It's a technical question. I
10 understood I would be charged exactly as
11 it says. Actual and estimated supply
12 costs. Not much more. I understood I
13 wouldn't be overcharged, or I wouldn't be
14 charged more than it says in the contract.
15 Q. Okay. So you understood that
16 XOOM would charge you something more than
17 its actual or estimated supply costs?
18 MR. WITTELS: He didn't say
19 that. Objection.
20 A. I said that XOOM would not
21 charge more than it says, more than actual
22 and estimated supply costs.
23 Q. Right. But --
24 A. Not more. But exactly as it
25 says.

Page 34

1 B. MIRKIN
2 A. Correct.
3 Q. Why do you believe that?
4 A. My attorneys hired experts who
5 collected data and analyzed data, and
6 experts advised me that I and many other
7 customers were overcharged.
8 Q. Do you know what data your
9 experts reviewed to come up with that
10 opinion?
11 A. No, I don't.
12 Q. Okay. And you're relying on
13 them as the basis for your belief that
14 XOOM's variable rates were not based on
15 its actual and estimated supply costs?
16 A. Yes. They are the experts. I
17 should rely on them.
18 Q. Yeah. That's fine. I'm just
19 trying to get at your understanding.
20 You personally don't have any
21 knowledge of what XOOM's actual and
22 estimated supply costs were?
23 A. No, I don't.
24 Q. Okay. Did you believe that XOOM
25 would limit its margins, its profit, below

Page 36

1 B. MIRKIN
2 Q. Did you believe that XOOM would
3 charge you a rate that was equal to its
4 actual and estimated supply costs?
5 MR. WITTELS: Objection.
6 A. It's kind of a technical
7 question. I believed what I read, based
8 on -- that the rate would be based on
9 actual and estimated supply costs.
10 Q. Mm-hmm.
11 You understood XOOM was a
12 for-profit company, right?
13 MR. WITTELS: Objection.
14 A. Yes.
15 Q. And you don't dispute that XOOM
16 is allowed to make a profit?
17 MR. WITTELS: Objection.
18 A. XOOM, like any other company, is
19 allowed to make profit. It's just -- I
20 expected this would be in line with the
21 contract, with the promise on the
22 contract.
23 Q. Right.
24 And -- and you don't believe
25 that it was?

Page 35

1 B. MIRKIN
2 a certain threshold?
3 MR. WITTELS: Objection.
4 A. Don't know how XOOM would work
5 with profits. All I know is the rate I
6 expected would be based on exactly as it
7 says, on actual and estimated supply
8 costs.
9 Q. Mm-hmm.
10 And when you enrolled, what did
11 that phrase mean to you, "based on actual
12 and estimated supply costs"?

13 A. That the rate would be
14 competitive compared to Con Edison and
15 compared to other ESCO companies.
16 Q. Okay. I used the term "ESCO"
17 earlier. Do you remember that?
18 A. Yes.
19 Q. And you answered, so I assume
20 you understood. Do you know what an ESCO
21 is?
22 A. It's an energy supply company.
23 Q. Okay. A private company as
24 compared to the utility, right?
25 A. I guess so.

Page 37

10 (Pages 34 - 37)

1 B. MIRKIN
2 Q. Or, well, it's -- you know that
3 an ESCO is not the same thing as the
4 utility, right?
5 A. It didn't matter to me. All
6 that matters is what rates I would get.
7 Private or semiprivate don't make a
8 difference.
9 Q. Right. But do you have an
10 understanding about how the utilities
11 rates are set?
12 A. Not really.
13 Q. Okay.
14 A. No.
15 Q. You were able to cancel the XOOM
16 contract at any time, right?
17 A. If I wanted, I would be able to,
18 yes.
19 Q. Without penalty?
20 A. There would be no penalty, yes.
21 Q. You did switch from XOOM to
22 Viridian in October of 2013, right?
23 A. Yes, I did.
24 Q. And why did you switch from XOOM
25 to Viridian?

Page 38

1 B. MIRKIN
2 and Daniel --
3 A. Daniel Hymowitz.
4 Q. -- Hymowitz?
5 A. Yes.
6 Q. To your knowledge, do you have
7 agreements with any other attorneys
8 related to this lawsuit against XOOM?
9 A. No. Same attorneys.
10 Q. Got it.
11 You understand in this lawsuit
12 you're seeking to represent a class of
13 other XOOM customers?
14 A. Yes, I am. I know.
15 Q. And you understand that as the
16 named plaintiff, you have a duty to
17 represent their interests as well as
18 yours, right?
19 A. That's correct. Yes.
20 Q. And you understand that in
21 connection with doing that, you may have
22 to attend the trial, right?
23 A. Yes.
24 Q. And you don't have a problem
25 with that?

Page 40

1 B. MIRKIN
2 A. After being a XOOM customer for
3 a while, I shopped around again for better
4 rates. I wasn't too happy with XOOM's
5 rates, so I found another ESCO that
6 offered me a better price.
7 Q. Right.
8 How did that go?
9 A. I switched to Viridian, and I
10 used that ESCO for a while. And I shopped
11 around again, and I switched again.
12 Q. You ended up suing Viridian in a
13 putative class action like this, based on
14 its variable rates, right?
15 A. Yes.
16 Q. Okay. Let's see.
17 Why did you decide to sue
18 Viridian?
19 A. Their rates seemed to be not
20 competitive, so I got in touch with
21 attorneys. And they advised me that I
22 could have a case, and I could represent
23 others also.
24 Q. Got it.
25 And that was Mr. Wittels' firm

Page 39

1 B. MIRKIN
2 A. No problem.
3 Q. And you understand that at the
4 end of the day, you may not be compensated
5 more than any of the other class members,
6 right?
7 A. I understand that.
8 Q. And you're willing to help your
9 attorneys through the end, regardless?
10 A. Yes. Correct.
11 Q. Okay. Mr. Mirkin, aside from
12 the lawsuit against XOOM and the lawsuit
13 against Viridian, what other lawsuits have
14 you been a party to?
15 A. I had -- years ago, I had an
16 eviction case.
17 Q. In that case, were you seeking
18 to evict someone, or were you being
19 evicted?
20 A. I evicted somebody.
21 Q. Okay.
22 A. And I think I had another case,
23 just years ago, I may not have.
24 Q. Okay. The eviction proceeding,
25 you owned another property at some time?

Page 41

11 (Pages 38 - 41)

1 B. MIRKIN
2 A. It was a co-op apartment.
3 Q. Okay. What was the address for
4 that apartment?
5 A. The address was 1620 Avenue I,
6 in Brooklyn.
7 Q. Thank you.
8 Any other lawsuits that you
9 recall?
10 A. I think there was another one.
11 I just don't remember. It wasn't
12 recently. I don't remember.
13 [Whereupon, testimony continues
14 in confidential transcript.]
15
16
17
18
19
20
21
22
23
24
25

1 MR. MATTHEWS: Subject to
2 additional questions that were not
3 permitted today, I will pass the
4 witness.
5 And I appreciate your time.
6 THE WITNESS: Okay.
7 MR. WITTELS: No questions,
8 which is very rare for me.
9 MR. MATTHEWS: Okay. Thank you.
10 THE VIDEOGRAPHER: We are off
11 the record at 2:20 p.m. And this
12 concludes today's testimony given by
13 Boris Mirkin.
14
15 [TIME NOTED: 2:19 p.m.]
16
17

18 BORIS MIRKIN
19 _____
20 SUBSCRIBED AND SWORN TO
21 BEFORE ME THIS _____
22 DAY OF _____, 2022.
23
24
25

Page 42

Page 49

1 B. MIRKIN
2
3
4
5
6
7
8
9
10 [Whereupon, a short break was
11 taken.]
12 THE VIDEOGRAPHER: We're back on
13 the record at 2:19 p.m.
14 Q. Mr. Mirkin, you told me you
15 personally have never been a XOOM natural
16 gas customer, right?
17 A. Correct.
18 Q. Okay. And you don't have any
19 personal knowledge about the variable
20 rates that XOOM charged natural gas
21 customers in New York, right?
22 A. Correct.
23 Q. Okay.

1 I N D E X
2
3 WITNESS EXAMINATION BY PAGE
4
5 BORIS MIRKIN MATT MATTHEWS 7
6
7 E X H I B I T S
8
9 PLAINTIFF'S DESCRIPTION PAGE
10 EXHIBIT 6 - E-MAIL FROM XOOM 26
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12 (Pages 42, 48, 49, 50)

1
2 CERTIFICATION
3

4 I, Samuel Hittin, a Notary Public for
5 and within the State of New York, do
6 hereby certify:

7 That the witness whose testimony as
8 herein set forth, was duly sworn by me;
9 and that the within transcript is a true
10 record of the testimony given by said
11 witness.

12 I further certify that I am not
13 related to any of the parties to this
14 action by blood or marriage, and that I am
15 in no way interested in the outcome of
16 this matter.

17 IN WITNESS WHEREOF, I have hereunto
18 set my hand this 6th day of September,
19 2022.

20

21



22 SAMUEL HITTIN

23

24 * * *

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1
2 ERRATA SHEET
VERITEXT/NEW YORK REPORTING, LLC
3
4 CASE NAME: SUSANNA MIRKIN AND BORIS
MIRKIN, ET AL VS. XOOM ENERGY,
LLC, ET AL

5 DATE OF DEPOSITION: AUGUST 30, 2022
WITNESS' NAME: BORIS MIRKIN

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20 _____ BORIS MIRKIN
21 SUBSCRIBED AND SWORN TO
BEFORE ME THIS ____ DAY
22 OF _____, 2022.
23 _____ NOTARY PUBLIC
24
25 MY COMMISSION EXPIRES _____

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13 (Pages 51 - 52)

1
2 MR. MATTHEWS: Subject to
3 additional questions that were not
4 permitted today, I will pass the
5 witness.

6 And I appreciate your time.

7 THE WITNESS: Okay.

8 MR. WITTELS: No questions,
9 which is very rare for me.

10 MR. MATTHEWS: Okay. Thank you.

11 THE VIDEOGRAPHER: We are off
12 the record at 2:20 p.m. And this
13 concludes today's testimony given by
14 Boris Mirkin.

15
16 [TIME NOTED: 2:19 p.m.]

17
Boris Mirkin
Boris Mirkin (Oct 7, 2022 12:22 EDT)

18 BORIS MIRKIN

19 October 7, 2022

20 SUBSCRIBED AND SWORN TO

BEFORE ME THIS

21 DAY OF , 2022.

22 NOTARY PUBLIC

ERRATA SHEET
VERITEXT/NEW YORK REPORTING, LLC

CASE NAME: SUSANNA MIRKIN AND BORIS
MIRKIN, ET AL VS. XOOM ENERGY,
LLC, ET AL

DATE OF DEPOSITION: AUGUST 30, 2022

WITNESS' NAME: BORIS MIRKIN

Boris Mirkin
Boris Mirkin (Oct 7, 2022 12:22 EDT)

BORIS MIRKIN

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES